

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

GENERAL REFRACTORIES COMPANY	:	CIVIL ACTION
	:	
v.	:	No. 04-3509
	:	
FIRST STATE INSURANCE COMPANY, et al.	:	

ORDER

AND NOW, this 3rd day of March, 2015, after a bench trial on November 3, 2014, and consideration of the parties' respective proposed findings of fact and conclusions of law, it is hereby **ORDERED** and **DECLARED** that the "Asbestos Exclusion" contained in the "Excess Overlayer Indemnity" insurance policies,¹ which were sold by defendant Travelers Casualty and Surety Company, formerly known as The Aetna Casualty and Surety Company ("Travelers"), to plaintiff General Refractories Company ("GRC"), is ambiguous.

It is further **ORDERED** and **DECLARED** that the construction of the Asbestos Exclusion that favors insurance protection for the policyholder, plaintiff GRC applies: That is, the Asbestos Exclusion is not enforceable and is not effective to preclude insurance coverage for GRC against underlying asbestos-related lawsuits, which sue "typically . . . for bodily injuries, diseases, and fear of contracting the same, allegedly resulting from exposure to asbestos-containing products manufactured, sold, and distributed by GRC." Compl. ¶ 23.

BY THE COURT:

/s/ L. Felipe Restrepo

L. FELIPE RESTREPO

UNITED STATES DISTRICT JUDGE

¹ The insurance policies are numbered, respectively, 01 XN 5442 WCA and 01 XN 5443 WCA. Each policy was issued for the effective period, August 1, 1985 to August 1, 1986. Defendant Travelers' trial exhibits, D-1 and D-2.